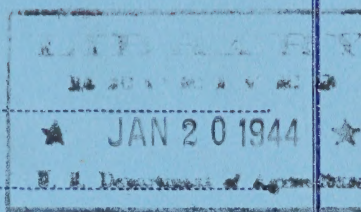


Historic, Archive Document

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62.09

CONTRACT




CROP 1944

PIETERS-WHEELER
SEED COMPANY
GILROY, CALIFORNIA

WHOLESALE GROWERS
OF
HIGH QUALITY
GARDEN SEEDS

OTHER GROWING STATIONS
Hood, California — Caldwell, Idaho

The Mark  of Quality

Vegetable Seeds of Quality

EACH year, it is growing more apparent that the production of vegetables is becoming highly specialized and is fast getting into the hands of Truckers and Market gardeners whose livelihoods depend largely on the quality of their product, and who demand from their Seedsman *True Types of Highest Merit*. We have anticipated this growing demand for *Select Strains of Carrot, Lettuce, Onion, Etc., Etc.*, and have for the past several years devoted a considerable acreage to *Selection and Breeding* work. We are offering in this list, stocks, *Carefully Bred, Critically Rogued, Cleaned and prepared with all possible care to prevent any mixtures*. We believe that there are no better stocks obtainable and that you may depend upon them to give satisfaction to your most critical trade. Seed of doubtful quality may be purchased cheaper, but why take chances?

Quality Will Pay In The Long Run.



*We Respectfully Solicit
Your Business*

**PIETERS-WHEELER
SEED COMPANY**

For Terms and Conditions of Sale

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LBS.	VARIETY	PRICE PER LB.
<div data-bbox="430 165 605 227" data-label="Section-Header"> <h2>BEET</h2> </div> <div data-bbox="225 257 550 297" data-label="Text"> <p>Crosby's Egyptian</p> </div> <div data-bbox="225 327 539 367" data-label="Text"> <p>Detroit Dark Red</p> </div> <div data-bbox="225 397 650 436" data-label="Text"> <p>Edmand's Blood Turnip</p> </div> <div data-bbox="225 467 578 506" data-label="Text"> <p>Early Blood Turnip</p> </div> <div data-bbox="225 536 477 576" data-label="Text"> <p>Early Wonder</p> </div> <div data-bbox="225 606 536 646" data-label="Text"> <p>Perfected Detroit</p> </div> <div data-bbox="225 676 464 715" data-label="Text"> <p>Good For All</p> </div> <div data-bbox="225 746 594 785" data-label="Text"> <p>Green Top Bunching</p> </div> <div data-bbox="225 815 715 908" data-label="Text"> <p>Mangel and Swiss Chard } See Page 8</p> </div> <div data-bbox="389 938 646 1001" data-label="Section-Header"> <h2>CELERY</h2> </div> <div data-bbox="225 1024 622 1106" data-label="Text"> <p>Golden Self Blanching (Dwarf Type)</p> </div> <div data-bbox="225 1136 464 1175" data-label="Text"> <p>White Plume</p> </div> <div data-bbox="225 1206 449 1245" data-label="Text"> <p>Giant Pascal</p> </div> <div data-bbox="225 1275 480 1315" data-label="Text"> <p>Golden Plume</p> </div> <div data-bbox="225 1345 542 1426" data-label="Text"> <p>Summer Pascal (Waltham Strain)</p> </div> <div data-bbox="225 1457 439 1496" data-label="Text"> <p>Utah Pascal</p> </div> <div data-bbox="225 1526 619 1566" data-label="Text"> <p>Celeriac Giant Prague</p> </div> <div data-bbox="389 1619 646 1682" data-label="Section-Header"> <h2>ENDIVE</h2> </div> <div data-bbox="225 1705 750 1745" data-label="Text"> <p>Broad Batavian, Full Hearted</p> </div> <div data-bbox="225 1775 467 1815" data-label="Text"> <p>Green Curled</p> </div> <div data-bbox="225 1845 687 1884" data-label="Text"> <p>Green Curled Red Ribbed</p> </div> <div data-bbox="225 1914 636 1954" data-label="Text"> <p>Green Curled Pancalier</p> </div> <div data-bbox="225 1984 594 2024" data-label="Text"> <p>Green Curled Ruffec</p> </div>		
<div data-bbox="208 2093 832 2133" data-label="Text"> <p>Miscellaneous — Please See Page 8</p> </div> <div data-bbox="205 2170 832 2263" data-label="Text"> <p>For Terms and Conditions of Sale Please See Page 9</p> </div> <div data-bbox="501 2279 522 2319" data-label="Page-Footer"> <p>2</p> </div>		

LBS.	VARIETY	PRICE PER LB.
CARROT		
	Amsterdam Forcing	
	Chantenay	
	Chantenay Long Type (Greater Chantenay)	
	Chantenay Red Cored	
	Danver's Half Long	
	Danver's H. L. Red Cored	
	Early Scarlet Horn	
	French Forcing	
	Hutchinson Danvers (Waltham Strain)	
	Imperator	
	Imp. Short White	
	James Intermediate	
	Long Orange Improved	
	Morse's Bunching	
	Nantes, Coreless	
	Oxheart	
	Orange or Yellow Belgian	
	Supreme Half Long	
	Streamliner	
	St. Valery	
	Tendersweet	
	Touchon	
	White Belgian	
	White Mastodon	

Miscellaneous — Please See Page 8

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LBS.	VARIETY	PRICE PER LB.
	LETTUCE	
	All Year Round	
	BIBB	
	Big Boston	
	Black Seeded Simpson	
	Black Seeded Tennisball	
	California Cream Butter	
	Chicken Lettuce	
	Cosberg 600	
	Crisp As Ice	
	Denver Market	
	Early Curled Simpson	
	Grand Rapids	
	Grand Rapids (Tip Burn Resistant)	
	Grand Rapids (Washington Strain)	
	Hanson	
	Iceberg	
	May King	
	Mignonette	
	New York, P-W Selected	
	New York, P-W, No. 12	
	New York, P-W, 55	
	New York, P-W, 199	
	New York, P-W, 515	

Miscellaneous — Please See Page 8

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LBS.	VARIETY	PRICE PER LB.
LETTUCE CONTINUED		
	Paris White Cos	
	Dark Green Cos	
	Trianon Cos	
	Prizehead	
	Salamander	
	Unrivalled	
	Wheeler's Tom Thumb	
	White Boston	
	White Boston Cornell No. 43	
	Imperial 44	
	Imperial 152	
	IMPERIAL 456	
	GREAT LAKES	
	Imprial 615	
	Imperial 847	
MUSTARD		
	Fordhook	
	Southrn Giant Curled (Long Standing)	
	Florida Broad Leaf	

Miscellaneous — Please See Page 8

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LBS.	VARIETY	PRICE PER LB.
	PARSLEY	
	Double Curled	
	Evergreen	
	Hamburg Rooted	
	Moss Curled	
	Paramount	
	Perfection	
	Plain	
	Triple Curled	
	RADISH	
	Cavalier	
	Cal. Mammoth White	
	Chinese White or Celestial	
	China Rose Winter	
	Crimson Giant	
	Early Scarlet Globe	
	Early Scarlet Turnip	
	French Breakfast	
	Icicle	
	Long Black Spanish	
	Long Scarlet, Short Top	
	Round Black Spanish	
	Sparkler, Bright Scarlet Half White Tipped	
	White Tipped Scarlet Turnip	

Miscellaneous — Please See Page 8

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LBS.	VARIETY	PRICE PER LB.
	MISCELLANEOUS	
	DILL	
	Long Island Mammoth	
	LEEK	
	American Flag	
	MANGEL	
	Mammoth Long Red	
	Sludstrup, Yellow Giant	
	SALSIFY	
	Mammoth Sandwich Island	
	SWISS CHARD	
	Common Green	
	Dark Green Large Ribbed	
	Fordhook Giant	
	Lucullus	
	Large White Ribbed Smooth Leaf	
	RUTABAGA	
	American Purple Top	
	TURNIP	
	Purple Top White Globe	
	SWEET PEAS	
	Supreme Spencer Mixed	

For Terms and Conditions of Sale

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TERMS:

Our terms to firms of approved credit are 60 days Net Acceptance, or 1½ per cent Discount for cash inside of 30 days from date of invoice; F. O. B. Growing station. Bags at Market Value not returnable.

CONDITIONS OF SALE:

We will continue to book contracts only as long as we have sufficient acreage, under normal conditions, to produce quantities sold. All sales subject to confirmation.

ALL SALES MADE SUBJECT TO CUSTOMARY DISCLAIMER OF THE SEED TRADE

We give no warranty, expressed or implied, as to description, purity, productiveness or any other matter of any seeds we sell and we will not be in any way responsible for them. The seller's liability, in all instances, is limited to the purchase price of the seed.

CORRESPONDENCE SOLICITED



Pieters-Wheeler Seed Company

(Incorporated)

GILROY, CALIFORNIA

Cable Address:
Wheeler, Gilroy.

Codes: Am Seed
A.B.C.—5th Edition

This Agreement

MADE IN DUPLICATE

on
by and between

Pieters-Wheeler Seed Company

a corporation, of Gilroy, California,
hereinafter called the Seller,

and

of
hereinafter called the Purchaser

WITNESSETH

1. Seller agrees to sell and deliver and purchaser agrees to accept and pay for the varieties of seeds in the amounts, at the prices set forth in attached pages, and subject to the terms and conditions herein provided.

2. Seller agrees to plant, or cause to be planted, during the season of 1944 an acreage of land which will produce, under normal conditions, an amount of seed of the varieties herein named which will be sufficient to enable the seller to deliver the quantities of the seeds herein contracted for; and the seller agrees to deliver as soon as possible after harvested, such seeds in good merchantable condition as herein defined, F. O. B. growing station, containers extra at cost, and not returnable. The terms "in good merchantable condition" is defined as seeds properly cleaned for seeding purposes, approximately free from foreign seeds distinguishable by their appearance and of a germination equal to the fair average germination of the crop of the current year.

3. In case of partial or total failure of any or all crops planted, or caused to be planted by the seller for the purpose of producing the varieties of seeds herein named, or, in case of damage to, or destruction of seller's seed stocks before planting, or to the products of such plantings, or to any seed through fire, accident, or other casualty beyond seller's control, the seller shall be obliged to deliver, if at all, proportional quantities only, and, in any event, the seller shall have the right to reserve an amount of seed equal to that used in said planting.

4. Purchaser shall make payment for seeds delivered, by a trade acceptance due and payable net 60 days from date of shipment, or by cash in U. S. funds, within 30 days from date of shipment, less a discount of 1½%. Purchaser shall pay interest at the rate of 6% per annum on any overdue payments of purchase price.

If, at any time the financial condition of the purchaser becomes unsatisfactory to the seller, the purchaser agrees, upon receipt of written notice to that effect, and upon demand of the seller, to pay for the seeds in advance of shipment, less a cash discount of 1½%, and if such payment is not made within ten (10) days from receipt of such demand for payment, this agreement shall thereupon be deemed to be breached by the purchaser.

5. Except as herein otherwise expressly provided, the seller gives no warranty expressed or implied, as to description, quality or productiveness, or any other matter of any seeds sold by it, and will not be in any way responsible for the crop. The seller's liability, in all instances, is limited to the purchase price of the seed.

6. Purchaser's claims for shortage of deliveries must be made to seller immediately on receipt of shipment and all germination tests must be made and reported in writing (including telegram) by purchaser to seller within 15 days after receipt of shipment.

7. If the production of the within mentioned goods be prevented by any condition existing from a state of war, strike, or by any act of God, seller shall not be liable therefor. Or, if the cost of producing, processing or merchandising the within mentioned goods be increased directly or indirectly, from any of the above mentioned causes or by any act of government controlled prices, such increase shall be paid by the purchaser to the seller. If the parties cannot agree on the amount of said increase that question shall be arbitrated as set out in paragraph No. 8 of our contract conditions.

8. If the cost of producing, processing or merchandising the within mentioned seed is increased by seller's payment of sales taxes or by his compliance with Federal or State Laws or Regulations enacted or promulgated subsequent to the date of this contract such increase shall be paid by the purchaser to the seller; and if the parties cannot agree on the amount of said increase, that question shall be submitted to the Arbitration Committee of the American Seed Trade Association for arbitration and award, which award will be made forthwith by the purchaser.

In Witness Whereof, the parties have hereunto set their hands on the day and year first above written.

PIETERS-WHEELER SEED COMPANY

The Seller

By

Buyer

By

The Purchaser

Special Instructions



CROP 1944

OF GILROY, CALIFORNIA

SHIPPING INSTRUCTIONS

[illegible]